

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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MARTHA VENTILLA,

Plaintiff,

-against-

20 CIVIL 8462 (MKV)

JUDGMENT

PACIFIC INDEMNITY COMPANY,

Defendant.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Order dated November 10, 2021, Plaintiff knows well that her insurance policy is subject to a contractual two-year time limitation. In a separate, unrelated action, Plaintiff's attempt to recover for flood-related damages was barred by the same two-year contractual limitation. *Ventilla v. Pac. Indem. Co.*, 2020 WL 3872169, at *2 (S.D.N.Y. July 9, 2020) (noting that "Courts have held that there is nothing inherently unreasonable about a two-year period of limitation."). Plaintiff was plainly on notice that her insurance policy required that any action be brought within two years. Yet despite the fact that the damage Plaintiff says is the catalyst for her action occurred in May 2018, Compl. 7, she did not file the now-removed case until September 2020, Compl. at 8. Plaintiff does not dispute that this case, filed after the two-year limitation expired in May 2020, see Compl. 26, is otherwise time-barred if there is no tolling in effect. See Pl. Opp. at 8. The Court is bound to enforce the plain meaning of the contract and concludes that Plaintiff's action is subject to a contractual two-year limitation period. As such, Plaintiff's case is time barred. Defendant's motion to dismiss is GRANTED; accordingly, the case is closed.

Dated: New York, New York

November 10, 2021

RUBY J. KRAJICK

Clerk of Court

BY:

K. Mango

Deputy Clerk